



हरियाणा HARYANA

IN FAVOUR OF

M/s Micro Max Informatics Ltd., having its registered office at 1/6, Lower Floor, East Patel Nagar, New Delhi, through its Director Mr. Rahul Sharma son of Sh. P. L. Sharma, resident of Flat No. 106, Swaran Jayanti, Co-operative Group Housing Society Ltd., Sector-54, Gurgaon, (Haryana), hereinafter called the "VENDEE" which expression shall unless opposed to the context hereof include all heirs, successors, survivors, administrators, executors, legal representatives and assigns of the OTHER PART.

(Signature)





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WHEREAS the above said VENDOR is the sole and absolute owner and in possession of an Industrial Premises No. 34-B measuring 153.5 sq. mtrs. of land and having built-up area of 1000 Sq. Ft. situated in Udyog Vihar, Phase-V, Gurgaon (Haryana), by way of Conveyance Deed Vasika No. 7454 dated 06-12-1993, registered in the office of the Sub Registrar, Gurgaon (hereinafter called the "PROPERTY").

AND WHEREAS the VENDOR has assured the VENDEE that he and no one else besides him has a valid title to the said Industrial PROPERTY and has full and unrestricted right to sell and alienate the same.

AND WHEREAS the VENDOR for his bonafide needs and requirements has agreed to sell the aforesaid Industrial PROPERTY and the VENDEE has agreed to purchase the said Industrial PROPERTY on the following terms and conditions.

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THEREFORE IT IS HEREBY AGREED, DECLARED, COVENANTED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. That the VENDOR has agreed to sell and the VENDEE has agreed to purchase the same for a sum of Rs. 40,00,000/- (Rupees Forty Laacs only), which is paid by the VENDEE to the VENDOR as the cost of the above said PROPERTY in the following manner:-

Rs. 5,00,000/- vide D. D. No. 232117 dated 26-08-2006 Drawn on ING Vysya Bank Ltd. West Patel Nagar, New Delhi.

Rs. 35,00,000/- vide D. D. No. 232404 dated 26/9/06 Drawn on ING Vysya Bank Ltd. West Patel Nagar, New Delhi.

2. That the VENDOR being in sound Mind by his free Will and without any pressure do herein grants, conveys and transfers all his rights, titles and interests in the said Industrial Premises No. 34-B measuring 155.5 sq. mtrs. of land and having built-up area of 1000 Sq. Ft. situated in Udyog Vihar, Phase-V, Gurgaon (Haryana), unto the VENDEE herein.

U. S. Patel





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3. That the said PROPERTY transferred herein is free hold and free from all encumbrances, claims, demands, liens, mortgages, decrees, litigations, prior sales, and agreement to sell etc.
4. That the actual physical possession of the said PROPERTY hereby conveyed has been delivered to the VENDÉE at the spot who has become the absolute owner in possession of the same and shall enjoy all the rights, electric, water connection, privileges, passages, appurtenances and possession etc., without any hindrances, claims, demands by the VENDOR or his heirs etc.
5. That all the expenses for the registration engrossing and other incidental charges for this Sale Deed has been borne and paid by the VENDÉE.

Witnessed





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6. That the taxes, cesses or dues or demands in respect of this PROPERTY have been paid and cleared by the VENDOR upto the date of execution of this sale deed absolutely and thereafter it shall be the responsibility of the VENDEE for future taxes or any dues of HSIDC etc. The VENDOR shall however be responsible for the payment of any dues that are some how pending prior to the date of execution of the sale deed. In case any dues for the period prior to the sale deed are later on found due and claimed by any body/ organization/ department/ authority etc. and in case the VENDEE pays the same, the VENDOR shall reimburse all such amounts to the VENDEE and also compensate all other losses incurred by the VENDEE.
7. That all the previous documents concerning this PROPERTY have been handed over by the VENDOR to the VENDEE in original at the time of execution of this sale deed.

Unsubscribed





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THE VENDOR DECLARES AND ASSURES THE VENDEE AS FOLLOWS :-

- a) That the PROPERTY hereby conveyed, was self purchased/ acquired PROPERTY by virtue of the Conveyance Deed mentioned herein-above and that no one else except the VENDOR has rights, claims, interest and concern whatsoever in the PROPERTY hereby conveyed or any part thereof.
- b) That the PROPERTY hereby conveyed is free from all sorts of encumbrances, charges, legal flaws, liens, taxes, dues, demands, liabilities, notification, mortgages, court-decree and attachments etc.

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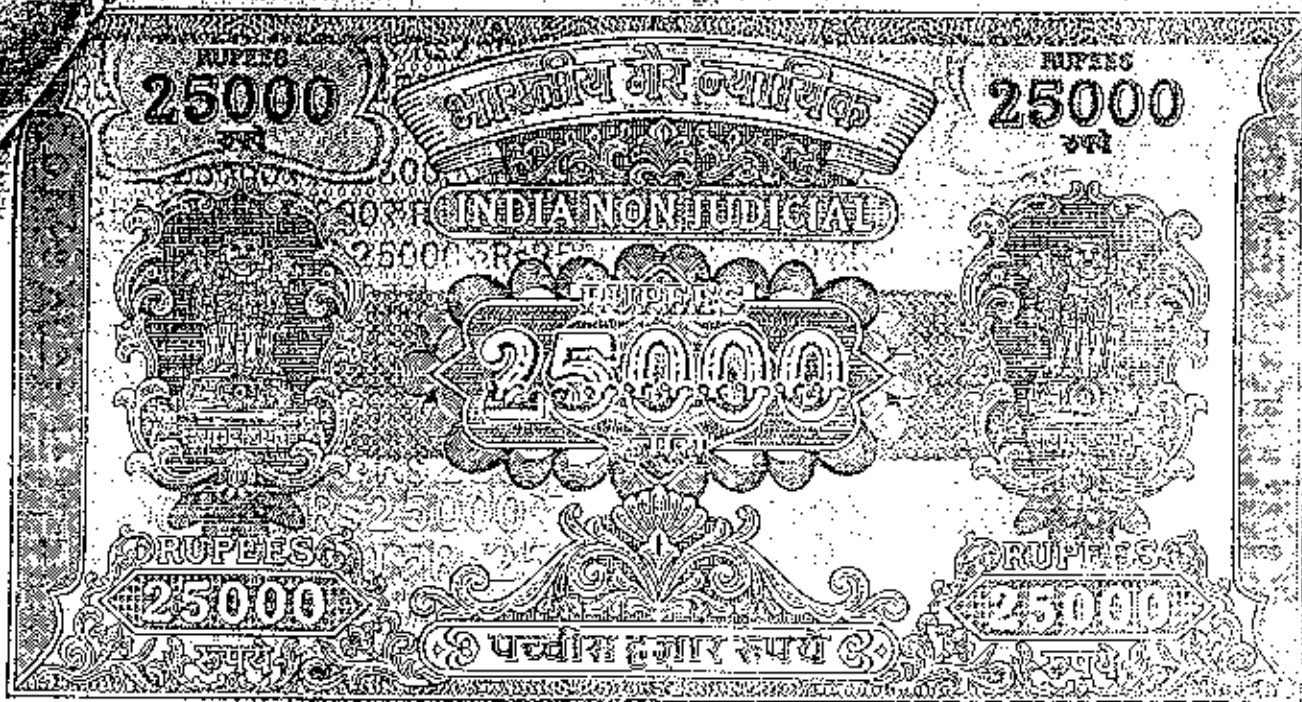
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8. That the VENDEE do hereby further agree to bear any additional charges which may be levied by the Govt. or local authority for provision of external and/ or peripheral services attributable to the said PROPERTY, on pro-rata basis after this sale deed. AND WHEREAS the VENDEE has also agreed to pay pro-rata charges for maintaining various services and facilities in the said colony until the same are handed over to a local body for maintenance.
9. That the amount of sale consideration also includes the contingency deposit, external development charges and security which the VENDOR has paid to HSIDC. Now the VENDEE is entitled to get the said amount endorsed in his favour.
10. That the VENDOR undertakes to sign all the papers for the transfer of electric and water connections and / or any other thing as may be required by the VENDEE

Handwritten signature





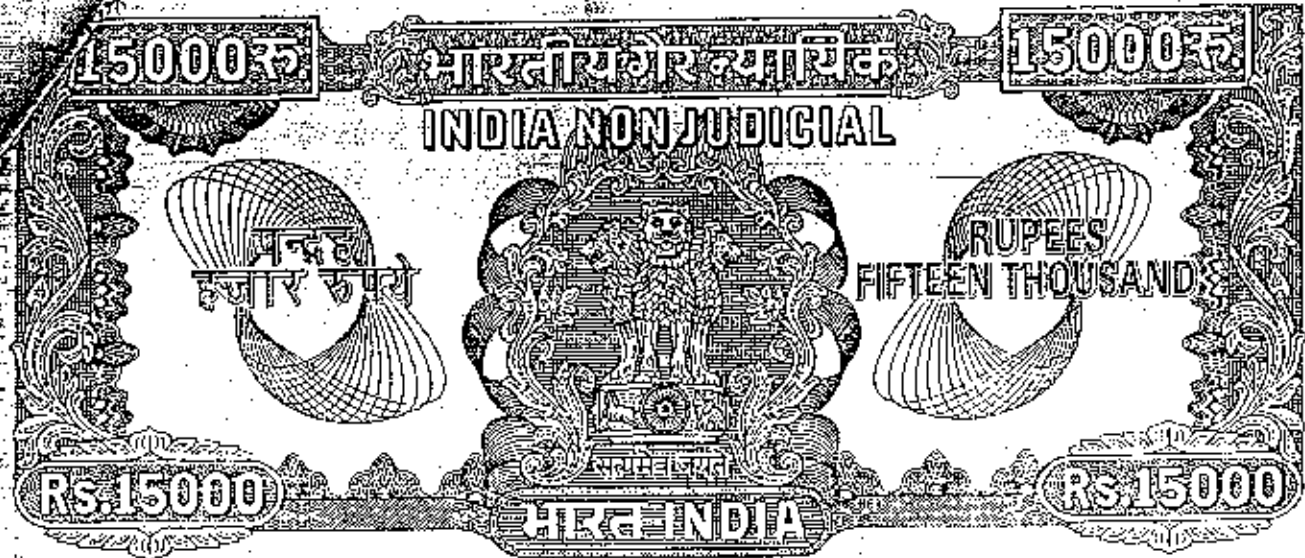
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- c) That the contents of these presents are true and correct, if at any time hereafter the assurance and contents contained hereinabove are found to be incorrect due to any defect in the title of the VENDOR or his rights to sell the PROPERTY hereby conveyed or any part thereof and the VENDEE suffers any loss then the VENDOR shall be liable to make good the loss thus suffered by the VENDEE and keep the VENDEE saved, harmless and indemnified through his movable and immovable properties against all losses, costs, damages and expenses occurring thereby to the VENDEE and the VENDEE shall have full right to recover the same alongwith all other costs and expenses of courts, profit, appreciation of market value, costs and expenses of the additional construction, addition, alterations, renovation, modification etc., whatsoever from the VENDOR through the court of law.

Witnessed





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- d) That the VENDEE can get the said PROPERTY mutated/ transferred in its name as owner in the records of concerned authorities on the basis of this Sale Deed or its certified True Copy.

IN WITNESS WHEREOF BOTH THE PARTIES HAVE PUT THEIR RESPECTIVE SIGNATURES ON THIS DEED OF SALE ON THE DATE MONTH AND YEAR WRITTEN IN THE PRESENCE OF THE WITNESSES. GIVEN BELOW :

[Signature]
KUMAR
Advocate, Gurgaon
28/4/06

WITNESSES :

1.

[Signature]
WITNESS

[Signature]
VENDOR

2.

[Signature]
VENDOR

[Signature]
WITNESS
GURGAON